CORNISHLODGEHOLIDAYS TERMS & CONDITIONS OF HOLIDAY RENTAL

HOLIDAY RENTAL CONTRACT

Please read the terms and conditions of the rental contract before booking and sending your deposit. You are entering into a binding contract with the Owner of the holiday property. By sending your deposit you are legally accepting the Terms & Conditions of rental below. Upon the Property Owner issuing confirmation of the holiday to the Holidaymaker, a legally binding contract shall exist between the Holidaymaker & the Property Owner subject to the following booking conditions.

Owners : the legal Owners or other persons for the time being entitled to the Property or its rental income.

Customer (Holidaymaker) : the person reserving and occupying the Property for the Period (must be aged 25 or over).

Property : the property specified in the Confirmation letter.

Period : the period of time specified in the Confirmation letter for which the Customer is to occupy the Property for holiday purposes.

The Contract is formed on receipt of a deposit. Payment by cheque is deemed received on clearance of such cheque. Provisional bookings will not be kept unless the deposit is received within 8 working days of such provisional bookings.

Payment : The deposit will be 30% of the total cost. In all of the cases payment of the outstanding balance due under the booking allowing for the deposit paid must be made not less than 8 weeks before the starting date of the holiday period. The Owners are not under any obligation to issue reminders for such balances due. Non payment of the balance entitles the owners to treat the reservation as cancelled by the Customer. Where the Owner has not received the balance by the due date, an overdue reminder letter may be issued to the Holidaymaker (Customer) by mail or e-mail. £100 security administration fee is required prior to commencement of holiday – fee refundable within 2 weeks of departure if no damage to property or contents is incurred.

Cancellation & Forfeiture : If the Customer cancels a reservation of the property for the period the deposit paid will be forfeited. The Owners will attempt to re-let the property for the period but no guarantee can be or is given as to the result. If the property is not re-let for the period the full cost of the holiday specified in the booking form shall be due and payable by the Customer including any balance unpaid by the Customer at the date of cancellation. If the property is re-let for the Period the Customer shall be liable to pay the deposit and the costs and expenses of the Owners in re-letting; any sum paid by Customer to the Owners in excess of such deposit costs and expenses shall be refundable to the customer without interest.

During the period : the Customer shall not allow the property to be occupied by more persons (and where appropriate animals) than the maximum specified for the property on the booking form. The Owners or their agents shall have the right to enter the property at all reasonable times during the day (save in the case of emergency) for the purposes of inspection and repair of the property and its equipment, fittings and contents. The Customer shall occupy the property for holiday purposes and no other.

Customer obligations :
1. To pay for any losses or damage to the property, however caused (reasonable wear and tear excluded).

2. To keep the property and all furniture, fittings and effects, in or on the property, in the same state of repair and condition as the commencement of the Period, and to leave the property in the same state of cleanliness and general order in which it was found. The Owner will be entitled to make an additional charge to the Customer if extra cleaning is made necessary as a result of the property being left in a dirty condition upon the Customer's departure.

Departure : The property shall be vacated by no later than 10.00am on the last day of the period. The Customer shall be liable for any loss, claim, cost or expense arising from any failure on the part of the Customer to vacate the property in accordance with this condition.

Discrepancies : whilst the Owners take all reasonable steps to ensure the accuracy of the advertising material/website produced in relation to the property its facilities and surroundings, no liability for errors or omissions is accepted. Distances and dimensions are approximate. Facilities may alter or be withdrawn. No liability shall attach to the Owners for the consequences of the acts or omissions of persons or events outside their influences or control. In the event of any discrepancies between these booking conditions and the contents of the advertising material/website these booking conditions shall prevail.

Complaints : To enable any complaint to be investigated and an action considered, complaints must be taken up with the Owners immediately If the Customer vacates the property prematurely as a result of any alleged dissatisfaction, or makes any claim upon return home from the property, and has not followed this procedure, then no liability for any subsequent claim will be accepted or correspondence entered into. All complaints made during the Period must be confirmed in writing to the Owners, within 10 days of the last day of the period.

Alterations : A Customer wishing to alter a booking after the contract is formed shall forfeit the deposit paid on booking and any alteration shall be treated as a new booking and contract. If for reasons beyond the control of the Owners the property is not available for the Period the Owners will endeavour to offer alternative accommodation of a similar type and standard and at the same cost as that originally requested by the Customer. If the alternative accommodation is not acceptable to the Customer, or no alternative accommodation can be offered, the Owner will refund in full all monies paid and be under no other liability.

Pets : Pets not normally allowed.

Amenities : The use of amenities where offered, such as swimming pools, hot tub, tennis, fishing, golf etc. are entirely at the User's risk and the Owners will not accept responsibility for loss or damage to the Customer's belongings, personal injury or loss of life. Availability and opening times of amenities cannot be guaranteed.

Holiday & Personal Insurances : You are strongly advised to take out holiday insurance to cover any eventualities that may result in you having to cancel your holiday. We strongly suggest that you take out your own holiday insurance to cover any losses, accidents, damage, injury, expense or inconvenience whether to person or property which may arise out of or in connection with the holiday period.

Jurisdiction : These terms and conditions shall be read and construed in accordance with the law of England and Wales and the parties hereby submit to such jurisdiction.